

EXHIBIT G-A

## STOCK PURCHASE AGREEMENT

THIS STOCK PURCHASE AGREEMENT (the "Agreement") is made and entered into this 30<sup>th</sup> day of October, 1998 by and among **DR. JOSEPH J. WITYK** and **DR. FRANCIS A. GOAD** (hereinafter sometimes individually referred to as a "Seller" and hereinafter collectively, referred to as the "Sellers"); and **DR. AMILE A. KORANGY** (the "Purchaser").

### EXPLANATORY STATEMENT

A. The Sellers constitute two out of three of the stockholders and two out of three of the directors of Drs. Wityk, Goad, Korangy & Associates, P.A., a Maryland Professional corporation (the "Corporation"); the Purchaser is the Corporation's remaining Stockholder and Director.

B. The Sellers own of record and beneficially in the aggregate, 1,200 shares of the common stock without par value (the "Common Stock") of the Corporation (such 1,200 shares of Common Stock shall be hereinafter collectively referred to as the "Sellers Shares"). The Sellers Shares constitute two-thirds (2/3) of the issued and outstanding capital stock of the Corporation. The remaining 600 shares of Common Stock, representing one-third of the issued and outstanding capital stock of the Corporation, is currently owned by Dr. Amile Korangy, the Purchaser.

C. The Sellers desire to sell, assign, transfer and deliver to the Purchaser, and the Purchaser desires to purchase, all, but not less than all, of the Sellers Shares on the terms and subject to the conditions hereinafter contained.

**NOW THEREFORE**, in consideration of the Explanatory Statement that shall be deemed to be a substantive part of this Agreement, the mutual covenants, promises, agreements, representations and warranties contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do hereby covenant, promise, agree, represent and warrant as follows:

#### **1. Purchase and Sale of the Sellers Shares.**

1.1. **Purchase and Sale.** On the terms and subject to the conditions set forth in this Agreement, at the Closing on the Closing Date, the Sellers shall each sell, assign, transfer and deliver to the Purchaser and the Purchaser shall purchase from each of the Sellers, that number of the Sellers' Shares as is set forth opposite the name of each of the Sellers as follows:

<u>SELLERS</u>	<u>NUMBER OF SELLERS' SHARES THAT SHALL BE SOLD TO PURCHASER</u>
Dr. Joseph J. Wityk	600
Dr. Francis A. Goad	600
Total	1,200

Purchaser may request in order to fulfill the intent of this Agreement and the transactions contemplated hereby.

9.12. **Use of Genders.** Whenever used in this Agreement, the singular shall include the plural and vice versa, and the use of any gender shall include all genders and the neuter.

10. **Non-Solicitation.** Sellers agree that for a period of two years after the Closing, that they will not (i) solicit or recruit for employment any person who is employed by the Corporation as of the Closing Date. (ii) they will not solicit nor recruit any person who is a patient of the Corporation as of the Closing Date. Notwithstanding the foregoing, the Sellers shall not be prohibited from hiring employees or treating patients who seek out the Sellers on their own volition. In addition, nothing contained herein shall prevent the Sellers from providing references to prospective new employers of old employees of the Corporation, at the request of the employees.

11. **Buy Sell/Stockholder Agreements.** The Parties hereto agree that any and all Stockholder Agreements, Buy Sell Agreements or any other similar agreement that may be in effect at the date of this Agreement shall be canceled at Closing.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement under seal, with the intention of making it a sealed instrument, on the date first above written.

WITNESS:

Anthony Wominski

SELLERS:

Joseph J. Wityk, M.D. (SEAL)  
JOSEPH J. WITYK

Francis A. Goad (SEAL)  
FRANCIS A. GOAD

ATTEST:

Anthony Wominski

PURCHASER:

By: A. A. Korangy (SEAL)  
AMILE A. KORANGY

STATE OF MARYLAND )  
County )  
CITY OF Baltimore )

SS:

I HEREBY CERTIFY that on this 30<sup>th</sup> day of October, 19 98, before me, the subscriber, a Notary Public of the State of Maryland in and for the City of Baltimore aforesaid, personally appeared JOSEPH J. WITYK, known to be (or satisfactorily

**RESIGNATION OF JOSEPH J. WITYK, M.D.**

October 30, 1998

I, Joseph J. Wityk, M.D. do hereby resign as both a member of the Board of Directors and President of "Drs. Wityk, Goad, Korangy & Associates, P.A.," effective October 30, 1998.

**WITNESS** the execution hereof the day and year first above written.

**WITNESS:**

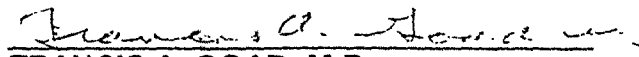
  
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JOSEPH J. WITYK, M.D.

## RESIGNATION OF FRANCIS A. GOAD, M.D.

I, Francis A. Goad, M.D. do hereby resign as both a member of the Board of Directors and Vice-President of "Drs. Wityk, Goad, Korangy & Associates, P.A.," effective October 30, 1998.

WITNESS the execution hereof the day and year first above written.

WITNESS:

  
FRANCIS A. GOAD, M.D.